

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)
(Jointly Administered)

Debtors.

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Goldman, Sachs & Co.

Name of Transferee

BBVA (Suiza) S.A.

Name of Transferor

Name and Address where notices to transferee should be sent:

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Court Claim # (if known): 51160 (63.2196553% of such claim)

Amount of Claim as Filed: \$2,727,000.00

Amount of Claim Transferred: \$1,724,000.00

Date Claim Filed: 10/28/2009

Debtor: Lehman Brothers Holdings Inc.

Phone: _____

Last Four Digits of Acct #: _____

Phone: _____

Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

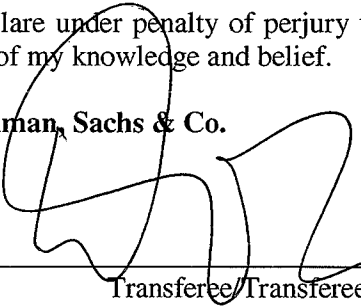
Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Goldman Sachs & Co.

**Dennis Lafferty
Managing Director**

By:  _____
Transferee/Transferee's Agent

Date: 4/20/11

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: _____
Name:
Title:

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: 
Name: **Dennis Lafferty**
Title: **Managing Director**

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

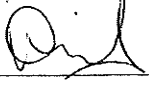
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: 
Name: **Jaime Raga**
Title: **HEAD THIRD PARTY PEO.**

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: _____
Name: _____
Title: _____

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Schedule 1

Transferred Claims

Purchased Claim

1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April 20, 2011);
2. 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20, 2011);
3. 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20, 2011);
4. 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20, 2011);
5. 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20, 2011);
6. 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April 20, 2011);
7. 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20, 2011);
8. 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 20, 2011);
9. 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20, 2011);
10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 20, 2011);
11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April 20, 2011);
12. 33.63636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 20, 2011);
13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 20, 2011);
14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April 20, 2011);
15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20, 2011);
16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20, 2011);

Schedule 1-1

659492.1 153/05435

17. 54.06666667% = USD 811,000.00 of USD 1,500,000.00 (the outstanding amount of the Proof of Claim Number 51166 as of April 20, 2011);
18. 52.6% = USD 526,000.00 of USD 1,000,000.00 (the outstanding amount of the Proof of Claim Number 51158 as of April 20, 2011);
19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April 20, 2011);
20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011);
21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20, 2011);
22. 90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20, 2011);
23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 20, 2011);
24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20, 2011);
25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 20, 2011);
26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 20, 2011);
27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20, 2011);
28. 15.63636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20, 2011);
29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 20, 2011);
30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 20, 2011);
31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 20, 2011); and
32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 20, 2011);

Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
1.	51302	7YR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	7YR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4.	51319	7 YR AUTOREDEEMABLE EQ LINKD NT TO DTE & FTE	XS0345439250	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
6.	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
8.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
9.	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

11.	51304	EUR FX LINKED NOTE	XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00 (equivalent to USD 161,945.55)	6/28/2011
12.	51153	EUROPEAN INFLATION LINKED NOTE	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 111,000.00 (equivalent to USD 157,683.83)	11/26/2013
13.	51161	3 YR AUTOREDEEMABLE ELN ON SANTANDER AND RWE	XS0303538200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 785,000.00 (equivalent to USD 1,115,151.38)	6/29/2010
14.	51155	CAPITAL PROTECTED NOTE LINKED TO BASKET OF SHARES	XS0180154550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 230,000.00 (equivalent to USD 326,732.25)	11/26/2009
15.	51144	7 YRS AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 317,000.00	11/28/2014
16.	51162	7 YR AUTOREDEEMABLE ELN	XS0329289192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	11/28/2014
17.	51166	7 YR AUTOREDEEMABLE EQ-LINKED NOTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	XS0358300571	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 811,000.00	1/31/2014
18.	51158	7 YR AUTOREDEEMABLE EQUITY LINKED NOTE TO UBS AND	XS0338464950	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 526,000.00	1/31/2015
19.	51136	7 YR AUTOREDEEMABLE ELN TO DEUTSCHE TELE AND FRANC	XS0289261546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 153,000.00	3/31/2014
20.	51156	7 YR AUTOREDEEMABLE ELN	XS0344834691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 264,000.00	2/28/2015
21.	51309	USD FX LINKED NOTE	XS0329284987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 86,000.00	12/4/2010
22.	51313	USD FX LINKED NOTE	XS0337437007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	1/30/2011
23.	51169	7YR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY	XS0321471517	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 405,000.00	1/31/2014

659492.1 153/05435

		BVA AND SANTANDER					
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 25,000.00	12/4/2010
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 158,000.00	8/22/2011
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 168,000.00	12/4/2010
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 304,000.00	2/28/2011
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 43,000.00	6/28/2011
29.	51142	6YR AUTOREDEEMABLE EQL NOTE TO DEUTSCHE TELECOM	XS0358299542	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 100,000.00	2/20/2014
30.	51171	3YR EQUITY LINKED NOTE ON S&P BRIC 40	XS0309101508	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 267,000.00	8/2/2010
31.	51160	3 YR AUTOREDEEMABLE ELN	XS0303537574	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,724,000.00	6/29/2010
32.	51154	CAPITAL PROTECTED NOTE LINKED TO A BASKET	XS0180153826	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 417,000.00	11/26/2009

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)
(Jointly Administered)

Debtors.

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Goldman, Sachs & Co.

Name of Transferee

BBVA (Suiza) S.A.

Name of Transferor

Name and Address where notices to transferee should be sent:

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Court Claim # (if known): 51154 (23.4665166% of such claim)

Amount of Claim as Filed: \$1,777,000.00

Amount of Claim Transferred: \$417,000.00

Date Claim Filed: 10/28/2009

Debtor: Lehman Brothers Holdings Inc.

Phone: _____

Last Four Digits of Acct #: _____

Phone: _____

Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Goldman, Sachs & Co.

By: _____

Dennis Lafferty
Managing Director

Transferee/Transferee's Agent

Date: _____

4/20/11

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: _____
Name:
Title:

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: 
Name: **Dennis Lafferty**
Title: **Managing Director**

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

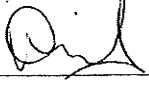
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: 
Name: **Jaime Raga**
Title: **HEAD THIRD PARTY PEO.**

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: _____
Name:
Title:

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Schedule 1

Transferred Claims

Purchased Claim

1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April 20, 2011);
2. 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20, 2011);
3. 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20, 2011);
4. 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20, 2011);
5. 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20, 2011);
6. 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April 20, 2011);
7. 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20, 2011);
8. 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 20, 2011);
9. 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20, 2011);
10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 20, 2011);
11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April 20, 2011);
12. 33.63636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 20, 2011);
13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 20, 2011);
14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April 20, 2011);
15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20, 2011);
16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20, 2011);

Schedule 1-1

659492.1 153/05435

17. 54.06666667% = USD 811,000.00 of USD 1,500,000.00 (the outstanding amount of the Proof of Claim Number 51166 as of April 20, 2011);
18. 52.6% = USD 526,000.00 of USD 1,000,000.00 (the outstanding amount of the Proof of Claim Number 51158 as of April 20, 2011);
19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April 20, 2011);
20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011);
21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20, 2011);
22. 90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20, 2011);
23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 20, 2011);
24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20, 2011);
25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 20, 2011);
26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 20, 2011);
27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20, 2011);
28. 15.63636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20, 2011);
29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 20, 2011);
30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 20, 2011);
31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 20, 2011); and
32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 20, 2011);

Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
1.	51302	7YR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	7YR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4.	51319	7 YR AUTOREDEEMABLE EQ LINKD NT TO DTE & FTE	XS0345439250	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
6.	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
8.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
9.	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

11.	51304	EUR FX LINKED NOTE	XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00 (equivalent to USD 161,945.55)	6/28/2011
12.	51153	EUROPEAN INFLATION LINKED NOTE	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 111,000.00 (equivalent to USD 157,683.83)	11/26/2013
13.	51161	3 YR AUTOREDEEMABLE ELN ON SANTANDER AND RWE	XS0303538200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 785,000.00 (equivalent to USD 1,115,151.38)	6/29/2010
14.	51155	CAPITAL PROTECTED NOTE LINKED TO BASKET OF SHARES	XS0180154550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 230,000.00 (equivalent to USD 326,732.25)	11/26/2009
15.	51144	7 YRS AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 317,000.00	11/28/2014
16.	51162	7 YR AUTOREDEEMABLE ELN	XS0329289192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	11/28/2014
17.	51166	7 YR AUTOREDEEMABLE EQ-LINKED NOTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	XS0358300571	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 811,000.00	1/31/2014
18.	51158	7 YR AUTOREDEEMABLE EQUITY LINKED NOTE TO UBS AND	XS0338464950	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 526,000.00	1/31/2015
19.	51136	7 YR AUTOREDEEMABLE ELN TO DEUTSCHE TELE AND FRANC	XS0289261546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 153,000.00	3/31/2014
20.	51156	7 YR AUTOREDEEMABLE ELN	XS0344834691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 264,000.00	2/28/2015
21.	51309	USD FX LINKED NOTE	XS0329284987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 86,000.00	12/4/2010
22.	51313	USD FX LINKED NOTE	XS0337437007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	1/30/2011
23.	51169	7YR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY	XS0321471517	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 405,000.00	1/31/2014

659492.1 153/05435

		BVA AND SANTANDER					
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 25,000.00	12/4/2010
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 158,000.00	8/22/2011
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 168,000.00	12/4/2010
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 304,000.00	2/28/2011
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 43,000.00	6/28/2011
29.	51142	6YR AUTOREDEEMABLE EQL NOTE TO DEUTSCHE TELECOM	XS0358299542	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 100,000.00	2/20/2014
30.	51171	3YR EQUITY LINKED NOTE ON S&P BRIC 40	XS0309101508	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 267,000.00	8/2/2010
31.	51160	3 YR AUTOREDEEMABLE ELN	XS0303537574	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,724,000.00	6/29/2010
32.	51154	CAPITAL PROTECTED NOTE LINKED TO A BASKET	XS0180153826	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 417,000.00	11/26/2009

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Goldman, Sachs & Co.

Name of Transferee

BBVA (Suiza) S.A.

Name of Transferor

Name and Address where notices to transferee should be sent:

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Court Claim # (if known): 51159 (93.800% of such claim)

Amount of Claim as Filed: \$1,420,575.00

Amount of Claim Transferred: \$1,332,499.35

Date Claim Filed: 10/28/2009

Debtor: Lehman Brothers Holdings Inc.

Phone: _____
Last Four Digits of Acct #: _____

Phone: _____
Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____
Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Goldman, Sachs & Co.

**Dennis Lafferty
Managing Director**

By:  _____
Transferee/Transferee's Agent

Date: 4/20/11

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: _____
Name:
Title:

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: 
Name: **Dennis Lafferty**
Title: **Managing Director**

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

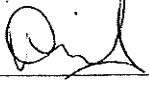
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: 
Name: **Jaime Raga**
Title: **HEAD THIRD PARTY PEO.**

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: _____
Name: _____
Title: _____

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Schedule 1

Transferred Claims

Purchased Claim

1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April 20, 2011);
2. 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20, 2011);
3. 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20, 2011);
4. 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20, 2011);
5. 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20, 2011);
6. 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April 20, 2011);
7. 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20, 2011);
8. 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 20, 2011);
9. 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20, 2011);
10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 20, 2011);
11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April 20, 2011);
12. 33.63636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 20, 2011);
13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 20, 2011);
14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April 20, 2011);
15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20, 2011);
16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20, 2011);

Schedule 1-1

17. 54.06666667% = USD 811,000.00 of USD 1,500,000.00 (the outstanding amount of the Proof of Claim Number 51166 as of April 20, 2011);
18. 52.6% = USD 526,000.00 of USD 1,000,000.00 (the outstanding amount of the Proof of Claim Number 51158 as of April 20, 2011);
19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April 20, 2011);
20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011);
21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20, 2011);
22. 90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20, 2011);
23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 20, 2011);
24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20, 2011);
25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 20, 2011);
26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 20, 2011);
27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20, 2011);
28. 15.63636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20, 2011);
29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 20, 2011);
30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 20, 2011);
31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 20, 2011); and
32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 20, 2011);

Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
1.	51302	7YR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	7YR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4.	51319	7 YR AUTOREDEEMABLE EQ LINKD NT TO DTE & FTE	XS0345439250	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
6.	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
8.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
9.	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

11.	51304	EUR FX LINKED NOTE	XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00 (equivalent to USD 161,945.55)	6/28/2011
12.	51153	EUROPEAN INFLATION LINKED NOTE	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 111,000.00 (equivalent to USD 157,683.83)	11/26/2013
13.	51161	3 YR AUTOREDEEMABLE ELN ON SANTANDER AND RWE	XS0303538200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 785,000.00 (equivalent to USD 1,115,151.38)	6/29/2010
14.	51155	CAPITAL PROTECTED NOTE LINKED TO BASKET OF SHARES	XS0180154550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 230,000.00 (equivalent to USD 326,732.25)	11/26/2009
15.	51144	7 YRS AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 317,000.00	11/28/2014
16.	51162	7 YR AUTOREDEEMABLE ELN	XS0329289192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	11/28/2014
17.	51166	7 YR AUTOREDEEMABLE EQ-LNKD NTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	XS0358300571	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 811,000.00	1/31/2014
18.	51158	7 YR AUTOREDEEMABLE EQUITY LINKED NOTE TO UBS AND	XS0338464950	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 526,000.00	1/31/2015
19.	51136	7 YR AUTOREDEEMABLE ELN TO DEUTSCHE TELE AND FRANC	XS0289261546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 153,000.00	3/31/2014
20.	51156	7 YR AUTOREDEEMABLE ELN	XS0344834691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 264,000.00	2/28/2015
21.	51309	USD FX LINKED NOTE	XS0329284987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 86,000.00	12/4/2010
22.	51313	USD FX LINKED NOTE	XS0337437007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	1/30/2011
23.	51169	7YR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY	XS0321471517	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 405,000.00	1/31/2014

659492.1 153/05435

		BVA AND SANTANDER						
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 25,000.00	12/4/2010	
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 158,000.00	8/22/2011	
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 168,000.00	12/4/2010	
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 304,000.00	2/28/2011	
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 43,000.00	6/28/2011	
29.	51142	6YR AUTOREDEEMABLE EQL NOTE TO DEUTSCHE TELECOM	XS0358299542	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 100,000.00	2/20/2014	
30.	51171	3YR EQUITY LINKED NOTE ON S&P BRIC 40	XS0309101508	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 267,000.00	8/2/2010	
31.	51160	3 YR AUTOREDEEMABLE ELN	XS0303537574	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,724,000.00	6/29/2010	
32.	51154	CAPITAL PROTECTED NOTE LINKED TO A BASKET	XS0180153826	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 417,000.00	11/26/2009	

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Debtors.

Case No. 08-13555 (JMP)
(Jointly Administered)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Goldman, Sachs & Co.

Name of Transferee

BBVA (Suiza) S.A.

Name of Transferor

Name and Address where notices to transferee should be sent:

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Court Claim # (if known): 51309 (11.76470588% of such claim)

Amount of Claim as Filed: \$731,000.00

Amount of Claim Transferred: \$86,000.00

Date Claim Filed: 10/28/2009

Debtor: Lehman Brothers Holdings Inc.

Phone: _____

Last Four Digits of Acct #: _____

Phone: _____

Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Goldman, Sachs & Co.

Dennis Lafferty
Managing Director

By: _____
Transferee/Transferee's Agent

Date: 4/20/11

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: _____
Name:
Title:

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: 
Name: **Dennis Lafferty**
Title: **Managing Director**

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

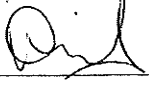
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: 
Name: **Jaime Raga**
Title: **HEAD THIRD PARTY PEO.**

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: _____
Name: _____
Title: _____

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Schedule 1

Transferred Claims

Purchased Claim

1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April ~~20~~2011);
2. 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April ~~20~~2011);
3. 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April ~~20~~2011);
4. 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April ~~20~~2011);
5. 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April ~~20~~2011);
6. 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April ~~20~~2011);
7. 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April ~~20~~2011);
8. 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April ~~20~~2011);
9. 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April ~~20~~2011);
10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April ~~20~~2011);
11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April ~~20~~2011);
12. 33.63636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April ~~20~~2011);
13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April ~~20~~2011);
14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April ~~20~~2011);
15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April ~~20~~2011);
16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April ~~20~~2011);

Schedule 1-1

17. 54.06666667% = USD 811,000.00 of USD 1,500,000.00 (the outstanding amount of the Proof of Claim Number 51166 as of April 20, 2011);
18. 52.6% = USD 526,000.00 of USD 1,000,000.00 (the outstanding amount of the Proof of Claim Number 51158 as of April 20, 2011);
19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April 20, 2011);
20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011);
21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20, 2011);
22. 90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20, 2011);
23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 20, 2011);
24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20, 2011);
25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 20, 2011);
26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 20, 2011);
27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20, 2011);
28. 15.63636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20, 2011);
29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 20, 2011);
30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 20, 2011);
31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 20, 2011); and
32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 20, 2011);

Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
1.	51302	7YR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	7YR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4.	51319	7 YR AUTOREDEEMABLE EQ LINKD NT TO DTE & FTE	XS0345439250	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
6.	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
8.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
9.	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

11.	51304	EUR FX LINKED NOTE	XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00 (equivalent to USD 161,945.55)	6/28/2011
12.	51153	EUROPEAN INFLATION LINKED NOTE	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 111,000.00 (equivalent to USD 157,683.83)	11/26/2013
13.	51161	3 YR AUTOREDEEMABLE ELN ON SANTANDER AND RWE	XS0303538200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 785,000.00 (equivalent to USD 1,115,151.38)	6/29/2010
14.	51155	CAPITAL PROTECTED NOTE LINKED TO BASKET OF SHARES	XS0180154550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 230,000.00 (equivalent to USD 326,732.25)	11/26/2009
15.	51144	7 YRS AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 317,000.00	11/28/2014
16.	51162	7 YR AUTOREDEEMABLE ELN	XS0329289192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	11/28/2014
17.	51166	7 YR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	XS0358300571	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 811,000.00	1/31/2014
18.	51158	7 YR AUTOREDEEMABLE EQUITY LINKED NOTE TO UBS AND	XS0338464950	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 526,000.00	1/31/2015
19.	51136	7 YR AUTOREDEEMABLE ELN TO DEUTSCHE TELE AND FRANC	XS0289261546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 153,000.00	3/31/2014
20.	51156	7 YR AUTOREDEEMABLE ELN	XS0344834691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 264,000.00	2/28/2015
21.	51309	USD FX LINKED NOTE	XS0329284987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 86,000.00	12/4/2010
22.	51313	USD FX LINKED NOTE	XS0337437007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	1/30/2011
23.	51169	7YR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY	XS0321471517	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 405,000.00	1/31/2014

659492.1 153/05435

		BVA AND SANTANDER					
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 25,000.00	12/4/2010
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 158,000.00	8/22/2011
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 168,000.00	12/4/2010
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 304,000.00	2/28/2011
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 43,000.00	6/28/2011
29.	51142	6YR AUTOREDEEMABLE EQL NOTE TO DEUTSCHE TELECOM	XS0358299542	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 100,000.00	2/20/2014
30.	51171	3YR EQUITY LINKED NOTE ON S&P BRIC 40	XS0309101508	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 267,000.00	8/2/2010
31.	51160	3 YR AUTOREDEEMABLE ELN	XS0303537574	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,724,000.00	6/29/2010
32.	51154	CAPITAL PROTECTED NOTE LINKED TO A BASKET	XS0180153826	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 417,000.00	11/26/2009

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Goldman, Sachs & Co.

Name of Transferee

BBVA (Suiza) S.A.

Name of Transferor

Name and Address where notices to transferee should be sent:

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Court Claim # (if known): 51158 (52.600% of such claim)

Amount of Claim as Filed: \$1,000,000.00

Amount of Claim Transferred: \$526,000.00

Date Claim Filed: 10/28/2009

Debtor: Lehman Brothers Holdings Inc.

Phone: _____

Last Four Digits of Acct #: _____

Phone: _____

Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

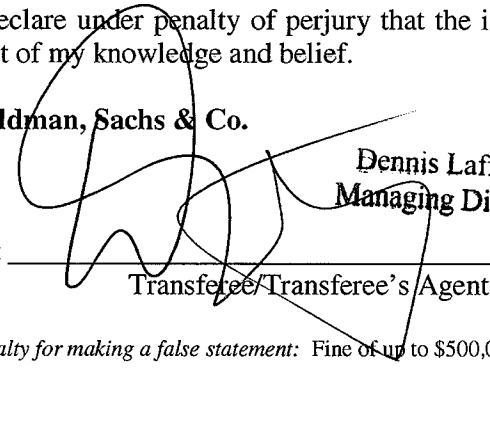
Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Goldman, Sachs & Co.

Dennis Lafferty
Managing Director

By:  _____
Transferee/Transferee's Agent

Date: 4/20/11

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: _____
Name:
Title:

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: 
Name: **Dennis Lafferty**
Title: **Managing Director**

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

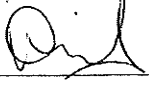
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: 
Name: **Jaime Raga**
Title: **HEAD THIRD PARTY PEO.**

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: _____
Name: _____
Title: _____

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Schedule 1

Transferred Claims

Purchased Claim

1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April 20, 2011);
2. 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20, 2011);
3. 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20, 2011);
4. 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20, 2011);
5. 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20, 2011);
6. 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April 20, 2011);
7. 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20, 2011);
8. 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 20, 2011);
9. 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20, 2011);
10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 20, 2011);
11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April 20, 2011);
12. 33.63636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 20, 2011);
13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 20, 2011);
14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April 20, 2011);
15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20, 2011);
16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20, 2011);

Schedule 1-1

659492.1 153/05435

17. 54.06666667% = USD 811,000.00 of USD 1,500,000.00 (the outstanding amount of the Proof of Claim Number 51166 as of April 20, 2011);
18. 52.6% = USD 526,000.00 of USD 1,000,000.00 (the outstanding amount of the Proof of Claim Number 51158 as of April 20, 2011);
19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April 20, 2011);
20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011);
21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20, 2011);
22. 90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20, 2011);
23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 20, 2011);
24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20, 2011);
25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 20, 2011);
26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 20, 2011);
27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20, 2011);
28. 15.63636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20, 2011);
29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 20, 2011);
30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 20, 2011);
31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 20, 2011); and
32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 20, 2011);

Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
1.	51302	7YR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	7YR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4.	51319	7 YR AUTOREDEEMABLE EQ LINKD NT TO DTE & FTE	XS0345439250	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
6.	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
8.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
9.	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

11.	51304	EUR FX LINKED NOTE	XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00 (equivalent to USD 161,945.55)	6/28/2011
12.	51153	EUROPEAN INFLATION LINKED NOTE	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 111,000.00 (equivalent to USD 157,683.83)	11/26/2013
13.	51161	3 YR AUTOREDEEMABLE ELN ON SANTANDER AND RWE	XS0303538200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 785,000.00 (equivalent to USD 1,115,151.38)	6/29/2010
14.	51155	CAPITAL PROTECTED NOTE LINKED TO BASKET OF SHARES	XS0180154550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 230,000.00 (equivalent to USD 326,732.25)	11/26/2009
15.	51144	7 YRS AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 317,000.00	11/28/2014
16.	51162	7 YR AUTOREDEEMABLE ELN	XS0329289192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	11/28/2014
17.	51166	7 YR AUTOREDEEMABLE EQ-LINKED NOTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	XS0358300571	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 811,000.00	1/31/2014
18.	51158	7 YR AUTOREDEEMABLE EQUITY LINKED NOTE TO UBS AND	XS0338464950	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 526,000.00	1/31/2015
19.	51136	7 YR AUTOREDEEMABLE ELN TO DEUTSCHE TELE AND FRANC	XS0289261546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 153,000.00	3/31/2014
20.	51156	7 YR AUTOREDEEMABLE ELN	XS0344834691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 264,000.00	2/28/2015
21.	51309	USD FX LINKED NOTE	XS0329284987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 86,000.00	12/4/2010
22.	51313	USD FX LINKED NOTE	XS0337437007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	1/30/2011
23.	51169	7YR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY	XS0321471517	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 405,000.00	1/31/2014

659492.1 153/05435

		BVA AND SANTANDER							
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 25,000.00	12/4/2010		
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 158,000.00	8/22/2011		
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 168,000.00	12/4/2010		
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 304,000.00	2/28/2011		
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 43,000.00	6/28/2011		
29.	51142	6YR AUTOREDEEMABLE EQL NOTE TO DEUTSCHE TELECOM	XS0358299542	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 100,000.00	2/20/2014		
30.	51171	3YR EQUITY LINKED NOTE ON S&P BRIC 40	XS0309101508	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 267,000.00	8/2/2010		
31.	51160	3 YR AUTOREDEEMABLE ELN	XS0303537574	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,724,000.00	6/29/2010		
32.	51154	CAPITAL PROTECTED NOTE LINKED TO A BASKET	XS0180153826	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 417,000.00	11/26/2009		

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)
(Jointly Administered)

Debtors.

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Goldman, Sachs & Co.

Name of Transferee

BBVA (Suiza) S.A.

Name of Transferor

Name and Address where notices to transferee should be sent:

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Court Claim # (if known): 51156 (30.87719298% of such claim)

Amount of Claim as Filed: \$855,000.00

Amount of Claim Transferred: \$264,000.00

Date Claim Filed: 10/28/2009

Debtor: Lehman Brothers Holdings Inc.

Phone: _____

Last Four Digits of Acct #: _____

Phone: _____

Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

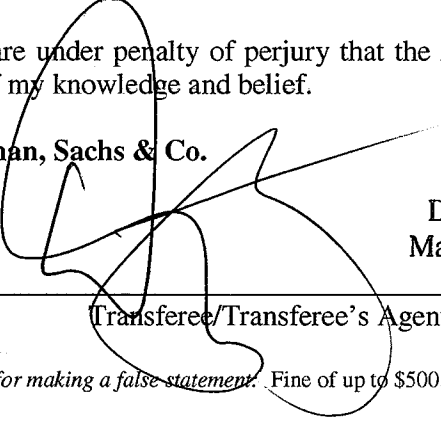
Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Goldman, Sachs & Co.

Dennis Lafferty
Managing Director

By:  _____
Transferee/Transferee's Agent

Date: 4/20/11

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: _____
Name:
Title:

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: 
Name: **Dennis Lafferty**
Title: **Managing Director**

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

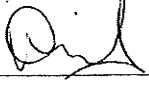
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: 
Name: **Jaime Raga**
Title: **HEAD THIRD PARTY PEO.**

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: _____
Name: _____
Title: _____

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Schedule 1

Transferred Claims

Purchased Claim

1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April 20, 2011);
2. 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20, 2011);
3. 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20, 2011);
4. 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20, 2011);
5. 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20, 2011);
6. 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April 20, 2011);
7. 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20, 2011);
8. 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 20, 2011);
9. 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20, 2011);
10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 20, 2011);
11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April 20, 2011);
12. 33.63636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 20, 2011);
13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 20, 2011);
14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April 20, 2011);
15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20, 2011);
16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20, 2011);

Schedule 1-1

659492.1 153/05435

17. 54.06666667% = USD 811,000.00 of USD 1,500,000.00 (the outstanding amount of the Proof of Claim Number 51166 as of April 20, 2011);
18. 52.6% = USD 526,000.00 of USD 1,000,000.00 (the outstanding amount of the Proof of Claim Number 51158 as of April 20, 2011);
19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April 20, 2011);
20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011);
21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20, 2011);
22. 90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20, 2011);
23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 20, 2011);
24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20, 2011);
25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 20, 2011);
26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 20, 2011);
27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20, 2011);
28. 15.63636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20, 2011);
29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 20, 2011);
30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 20, 2011);
31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 20, 2011); and
32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 20, 2011);

Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
1.	51302	7YR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	7YR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4.	51319	7 YR AUTOREDEEMABLE EQ LINKD NT TO DTE & FTE	XS0345439250	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
6.	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
8.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
9.	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

11.	51304	EUR FX LINKED NOTE	XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00 (equivalent to USD 161,945.55)	6/28/2011
12.	51153	EUROPEAN INFLATION LINKED NOTE	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 111,000.00 (equivalent to USD 157,683.83)	11/26/2013
13.	51161	3 YR AUTOREDEEMABLE ELN ON SANTANDER AND RWE	XS0303538200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 785,000.00 (equivalent to USD 1,115,151.38)	6/29/2010
14.	51155	CAPITAL PROTECTED NOTE LINKED TO BASKET OF SHARES	XS0180154550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 230,000.00 (equivalent to USD 326,732.25)	11/26/2009
15.	51144	7 YRS AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 317,000.00	11/28/2014
16.	51162	7 YR AUTOREDEEMABLE ELN	XS0329289192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	11/28/2014
17.	51166	7 YR AUTOREDEEMABLE EQ-LINKED NOTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	XS0358300571	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 811,000.00	1/31/2014
18.	51158	7 YR AUTOREDEEMABLE EQUITY LINKED NOTE TO UBS AND	XS0338464950	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 526,000.00	1/31/2015
19.	51136	7 YR AUTOREDEEMABLE ELN TO DEUTSCHE TELE AND FRANC	XS0289261546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 153,000.00	3/31/2014
20.	51156	7 YR AUTOREDEEMABLE ELN	XS0344834691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 264,000.00	2/28/2015
21.	51309	USD FX LINKED NOTE	XS0329284987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 86,000.00	12/4/2010
22.	51313	USD FX LINKED NOTE	XS0337437007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	1/30/2011
23.	51169	7YR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY	XS0321471517	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 405,000.00	1/31/2014

659492.1 153/05435

		BVA AND SANTANDER					
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 25,000.00	12/4/2010
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 158,000.00	8/22/2011
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 168,000.00	12/4/2010
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 304,000.00	2/28/2011
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 43,000.00	6/28/2011
29.	51142	6YR AUTOREDEEMABLE EQL NOTE TO DEUTSCHE TELECOM	XS0358299542	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 100,000.00	2/20/2014
30.	51171	3YR EQUITY LINKED NOTE ON S&P BRIC 40	XS0309101508	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 267,000.00	8/2/2010
31.	51160	3 YR AUTOREDEEMABLE ELN	XS0303537574	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,724,000.00	6/29/2010
32.	51154	CAPITAL PROTECTED NOTE LINKED TO A BASKET	XS0180153826	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 417,000.00	11/26/2009

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)
(Jointly Administered)

Debtors.

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Goldman, Sachs & Co.

Name of Transferee

BBVA (Suiza) S.A.

Name of Transferor

Name and Address where notices to transferee should be sent:

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Court Claim # (if known): 51157 (80.900% of such claim)

Amount of Claim as Filed: \$1,420,575.00

Amount of Claim Transferred: \$1,149,245.18

Date Claim Filed: 10/28/2009

Debtor: Lehman Brothers Holdings Inc.

Phone: _____
Last Four Digits of Acct #: _____

Phone: _____
Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____
Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

~~Goldman Sachs & Co.~~

Dennis Lafferty
Managing Director

By:  _____
Transferee/Transferee's Agent

Date: 4/20/11

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: _____
Name:
Title:

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: 
Name: **Dennis Lafferty**
Title: **Managing Director**

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

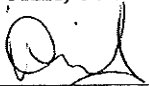
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: 
Name: **Jaime Raga**
Title: **HEAD THIRD PARTY PEO.**

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: _____
Name:
Title:

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Schedule 1

Transferred Claims

Purchased Claim

1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April 20, 2011);
2. 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20, 2011);
3. 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20, 2011);
4. 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20, 2011);
5. 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20, 2011);
6. 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April 20, 2011);
7. 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20, 2011);
8. 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 20, 2011);
9. 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20, 2011);
10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 20, 2011);
11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April 20, 2011);
12. 33.63636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 20, 2011);
13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 20, 2011);
14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April 20, 2011);
15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20, 2011);
16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20, 2011);

Schedule 1-1

659492.1 153/05435

17. 54.06666667% = USD 811,000.00 of USD 1,500,000.00 (the outstanding amount of the Proof of Claim Number 51166 as of April 20, 2011);
18. 52.6% = USD 526,000.00 of USD 1,000,000.00 (the outstanding amount of the Proof of Claim Number 51158 as of April 20, 2011);
19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April 20, 2011);
20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011);
21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20, 2011);
22. 90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20, 2011);
23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 20, 2011);
24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20, 2011);
25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 20, 2011);
26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 20, 2011);
27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20, 2011);
28. 15.63636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20, 2011);
29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 20, 2011);
30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 20, 2011);
31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 20, 2011); and
32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 20, 2011);

Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
1.	51302	7YR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	7YR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4.	51319	7 YR AUTOREDEEMABLE EQ LINKD NT TO DTE & FTE	XS0345439250	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
6.	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
8.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
9.	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

11.	51304	EUR FX LINKED NOTE	XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00 (equivalent to USD 161,945.55)	6/28/2011
12.	51153	EUROPEAN INFLATION LINKED NOTE	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 111,000.00 (equivalent to USD 157,683.83)	11/26/2013
13.	51161	3 YR AUTOREDEEMABLE ELN ON SANTANDER AND RWE	XS0303538200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 785,000.00 (equivalent to USD 1,115,151.38)	6/29/2010
14.	51155	CAPITAL PROTECTED NOTE LINKED TO BASKET OF SHARES	XS0180154550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 230,000.00 (equivalent to USD 326,732.25)	11/26/2009
15.	51144	7 YRS AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 317,000.00	11/28/2014
16.	51162	7 YR AUTOREDEEMABLE ELN	XS0329289192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	11/28/2014
17.	51166	7 YR AUTOREDEEMABLE EQ-LINKED NOTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	XS0358300571	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 811,000.00	1/31/2014
18.	51158	7 YR AUTOREDEEMABLE EQUITY LINKED NOTE TO UBS AND	XS0338464950	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 526,000.00	1/31/2015
19.	51136	7 YR AUTOREDEEMABLE ELN TO DEUTSCHE TELE AND FRANC	XS0289261546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 153,000.00	3/31/2014
20.	51156	7 YR AUTOREDEEMABLE ELN	XS0344834691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 264,000.00	2/28/2015
21.	51309	USD FX LINKED NOTE	XS0329284987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 86,000.00	12/4/2010
22.	51313	USD FX LINKED NOTE	XS0337437007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	1/30/2011
23.	51169	7YR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY	XS0321471517	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 405,000.00	1/31/2014

659492.1 153/05435

		BVA AND SANTANDER					
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 25,000.00	12/4/2010
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 158,000.00	8/22/2011
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 168,000.00	12/4/2010
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 304,000.00	2/28/2011
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 43,000.00	6/28/2011
29.	51142	6YR AUTOREDEEMABLE EQL NOTE TO DEUTSCHE TELECOM	XS0358299542	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 100,000.00	2/20/2014
30.	51171	3YR EQUITY LINKED NOTE ON S&P BRIC 40	XS0309101508	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 267,000.00	8/2/2010
31.	51160	3 YR AUTOREDEEMABLE ELN	XS0303537574	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,724,000.00	6/29/2010
32.	51154	CAPITAL PROTECTED NOTE LINKED TO A BASKET	XS0180153826	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 417,000.00	11/26/2009

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)
(Jointly Administered)

Debtors.

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Goldman, Sachs & Co.

Name of Transferee

BBVA (Suiza) S.A.

Name of Transferor

Name and Address where notices to transferee should be sent:

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Court Claim # (if known): 51162 (9.052504526% of such claim)

Amount of Claim as Filed: \$1,657,000.00

Amount of Claim Transferred: \$150,000.00

Date Claim Filed: 10/28/2009

Debtor: Lehman Brothers Holdings Inc.

Phone: _____

Last Four Digits of Acct #: _____

Phone: _____

Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

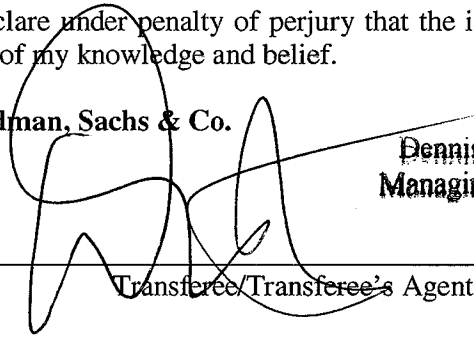
Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Goldman, Sachs & Co.

Dennis Lafferty
Managing Director

By:  _____
Transferee/Transferee's Agent

Date: 4/20/11

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: _____
Name:
Title:

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: 
Name: **Dennis Lafferty**
Title: **Managing Director**

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

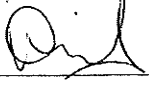
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April 2011.

BBVA (SUIZA) S.A.

By: 
Name: **Jaime Raga**
Title: **HEAD THIRD PARTY DESK**

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: _____
Name: _____
Title: _____

30 Hudson Street, 36th Floor
Jersey City, NJ 07302
Fax: 212-428-1243
Contact: Andrew Caditz
Phone: 212-357-6240
Email: Andrew.Caditz@gs.com

Schedule 1

Transferred Claims

Purchased Claim

1. 71.71428571% = USD 1,426,257.30 of USD 1,988,805.00 (the outstanding amount of Proof of Claim Number 51302 as of April 20, 2011);
2. 17.13114754% = USD 296,900.18 of USD 1,733,101.50 (the outstanding amount of the Proof of Claim Number 51143 as of April 20, 2011);
3. 80.9% = USD 1,149,245.18 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51157 as of April 20, 2011);
4. 85.3% = USD 1,211,750.48 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51319 as of April 20, 2011);
5. 93.8% = USD 1,332,499.35 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51159 as of April 20, 2011);
6. 62.91759465% = USD 802,624.88 of USD 1,275,676.35 (the outstanding amount of the Proof of Claim Number 51167 as of April 20, 2011);
7. 59.76744186% = USD 730,175.55 of USD 1,221,694.50 (the outstanding amount of the Proof of Claim Number 51137 as of April 20, 2011);
8. 72.58064516% = USD 639,258.75 of USD 880,756.50 (the outstanding amount of the Proof of Claim Number 51145 as of April 20, 2011);
9. 31.73553719% = USD 272,750.40 of USD 859,447.88 (the outstanding amount of the Proof of Claim Number 51310 as of April 20, 2011);
10. 13.84297521% = USD 95,178.53 of USD 687,558.30 (the outstanding amount of the Proof of Claim Number 51306 as of April 20, 2011);
11. 27.20763723% = USD 161,945.55 of USD 595,220.93 (the outstanding amount of the Proof of Claim Number 51304 as of April 20, 2011);
12. 33.63636364 % = USD 157,683.83 of USD 468,789.75 (the outstanding amount of the Proof of Claim Number 51153 as of April 20, 2011);
13. 78.5% = USD 1,115,151.38 of USD 1,420,575.00 (the outstanding amount of the Proof of Claim Number 51161 as of April 20, 2011);
14. 28.85821832% = USD 326,732.25 of USD 1,132,198.28 (the outstanding amount of the Proof of Claim Number 51155 as of April 20, 2011);
15. 13.86095321% = USD 317,000.00 of USD 2,287,000.00 (the outstanding amount of the Proof of Claim Number 51144 as of April 20, 2011);
16. 9.052504526% = USD 150,000.00 of USD 1,657,000.00 (the outstanding amount of the Proof of Claim Number 51162 as of April 20, 2011);

Schedule 1-1

659492.1 153/05435

17. 54.06666667% = USD 811,000.00 of USD 1,500,000.00 (the outstanding amount of the Proof of Claim Number 51166 as of April 20, 2011);
18. 52.6% = USD 526,000.00 of USD 1,000,000.00 (the outstanding amount of the Proof of Claim Number 51158 as of April 20, 2011);
19. 15.58044807% = USD 153,000.00 of USD 982,000.00 (the outstanding amount of the Proof of Claim Number 51136 as of April 20, 2011);
20. 30.87719298% = USD 264,000.00 of USD 855,000.00 (the outstanding amount of the Proof of Claim Number 51156 as of April 20, 2011);
21. 11.76470588% = USD 86,000.00 of USD 731,000.00 (the outstanding amount of the Proof of Claim Number 51309 as of April 20, 2011);
22. 90.90909091% = USD 500,000.00 of USD 550,000.00 (the outstanding amount of the Proof of Claim Number 51313 as of April 20, 2011);
23. 100% = USD 405,000.00 of USD 405,000.00 (the outstanding amount of the Proof of Claim Number 51169 as of April 20, 2011);
24. 7.668711656% = USD 25,000.00 of USD 326,000.00 (the outstanding amount of the Proof of Claim Number 51308 as of April 20, 2011);
25. 48.61538462% = USD 158,000.00 of USD 325,000.00 (the outstanding amount of the Proof of Claim Number 51307 as of April 20, 2011);
26. 53.16455696% = USD 168,000.00 of USD 316,000.00 (the outstanding amount of the Proof of Claim Number 51311 as of April 20, 2011);
27. 100% = USD 304,000.00 of USD 304,000.00 (the outstanding amount of the Proof of Claim Number 51315 as of April 20, 2011);
28. 15.63636364% = USD 43,000.00 of USD 275,000.00 (the outstanding amount of the Proof of Claim Number 51301 as of April 20, 2011);
29. 100% = USD 100,000.00 of USD 100,000.00 (the outstanding amount of the Proof of Claim Number 51142 as of April 20, 2011);
30. 25.2362949% = USD 267,000.00 of USD 1,058,000.00 (the outstanding amount of the Proof of Claim Number 51171 as of April 20, 2011);
31. 63.2196553% = USD 1,724,000.00 of USD 2,727,000.00 (the outstanding amount of the Proof of Claim Number 51160 as of April 20, 2011); and
32. 23.4665166% = USD 417,000.00 of USD 1,777,000.00 (the outstanding amount of the Proof of Claim Number 51154 as of April 20, 2011);

Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity
1.	51302	7YR AUTOREDEEMABLE EQUITY LINKED NOTE TO SAN & BLEHMAN BROTHERS TREASURY BV	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,004,000.00 (equivalent to USD 1,426,257.30)	4/30/2015
2.	51143	7 YR AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 209,000.00 (equivalent to USD 296,900.18)	11/28/2014
3.	51157	7YR AUTOREDEEMABLE EQUITY LINKD NT	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 809,000.00 (equivalent to USD 1,149,245.18)	2/28/2015
4.	51319	7 YR AUTOREDEEMABLE EQ LINKD NT TO DTE & FTE	XS0345439250	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 853,000.00 (equivalent to USD 1,211,750.48)	2/28/2015
5.	51159	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 938,000.00 (equivalent to USD 1,332,499.35)	1/31/2015
6.	51167	7 YEARS AUTOREDEEMABLE EQUITY LINKED NOTE	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 565,000.00 (equivalent to USD 802,624.88)	2/28/2015
7.	51137	7 YEARS AUTOREDEEMABLE ELN	XS0350310909	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 514,000.00 (equivalent to USD 730,175.55)	3/30/2015
8.	51145	FUND LINKED	XS0204199540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 450,000.00 (equivalent to USD 639,258.75)	10/27/2011
9.	51310	EUR FX LINKED NOTE	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000.00 (equivalent to USD 272,750.40)	12/4/2010
10.	51306	EUR FX LINKED NOTE	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 67,000.00 (equivalent to USD 95,178.53)	5/30/2011

11.	51304	EUR FX LINKED NOTE	XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 114,000.00 (equivalent to USD 161,945.55)	6/28/2011
12.	51153	EUROPEAN INFLATION LINKED NOTE	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 111,000.00 (equivalent to USD 157,683.83)	11/26/2013
13.	51161	3 YR AUTOREDEEMABLE ELN ON SANTANDER AND RWE	XS0303538200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 785,000.00 (equivalent to USD 1,115,151.38)	6/29/2010
14.	51155	CAPITAL PROTECTED NOTE LINKED TO BASKET OF SHARES	XS0180154550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 230,000.00 (equivalent to USD 326,732.25)	11/26/2009
15.	51144	7 YRS AUTOREDEEMABLE ELN TO RBS AND LLOYD TSB GROUP	XS0329243108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 317,000.00	11/28/2014
16.	51162	7 YR AUTOREDEEMABLE ELN	XS0329289192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	11/28/2014
17.	51166	7 YR AUTOREDEEMABLE EQ-LINKED NOTE TO BLEHMAN BROTHERS TREASURY BVA AND SANTANDER	XS0358300571	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 811,000.00	1/31/2014
18.	51158	7 YR AUTOREDEEMABLE EQUITY LINKED NOTE TO UBS AND	XS0338464950	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 526,000.00	1/31/2015
19.	51136	7 YR AUTOREDEEMABLE ELN TO DEUTSCHE TELE AND FRANC	XS0289261546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 153,000.00	3/31/2014
20.	51156	7 YR AUTOREDEEMABLE ELN	XS0344834691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 264,000.00	2/28/2015
21.	51309	USD FX LINKED NOTE	XS0329284987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 86,000.00	12/4/2010
22.	51313	USD FX LINKED NOTE	XS0337437007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	1/30/2011
23.	51169	7YR AUTOREDEEMABLE ELN TO BLEHMAN BROTHERS TREASURY	XS0321471517	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 405,000.00	1/31/2014

659492.1 153/05435

		BVA AND SANTANDER							
24.	51308	USD FX LINKED NOTE	XS0329288384	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 25,000.00	12/4/2010		
25.	51307	USD FX LINKED NOTE	XS0380296144	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 158,000.00	8/22/2011		
26.	51311	USD FX LINKED NOTE	XS0334446134	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 168,000.00	12/4/2010		
27.	51315	USD FX LINKED NOTE	XS0345320872	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 304,000.00	2/28/2011		
28.	51301	EUR FX LINKED NOTE	XS0368249487	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 43,000.00	6/28/2011		
29.	51142	6YR AUTOREDEEMABLE EQL NOTE TO DEUTSCHE TELECOM	XS0358299542	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 100,000.00	2/20/2014		
30.	51171	3YR EQUITY LINKED NOTE ON S&P BRIC 40	XS0309101508	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 267,000.00	8/2/2010		
31.	51160	3 YR AUTOREDEEMABLE ELN	XS0303537574	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,724,000.00	6/29/2010		
32.	51154	CAPITAL PROTECTED NOTE LINKED TO A BASKET	XS0180153826	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 417,000.00	11/26/2009		